




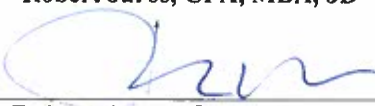
EXHIBIT 3

CONTRACT ASSIGNMENT #1**SIGNATURE AND COVER PAGE**

State Agency Governor's Office of Information Technology	Assignee Deloitte Consulting LLP
Original Contractor - Assignor innoWake International LLC f/k/a innoWake International, Inc.	Original Contract Number 40246
Current Contract Maximum Amount	Assignment Contract Number 121123
Total for All State Fiscal Years \$38,431,301.00	Contract Performance Beginning Date June 7, 2012
	Current Contract Expiration Date June 6, 2022

THE PARTIES HERETO HAVE EXECUTED THIS ASSIGNMENT

Each person signing this Assignment represents and warrants that he or she is duly authorized to execute this Assignment and to bind the Party authorizing his or her signature.

ORIGINAL CONTRACTOR - ASSIGNOR innoWake International, Inc.  By: Marlin Metzger, CEO Date: <u>2-14-19</u>	ASSIGNEE Deloitte Consulting LLP  By: Mark Kay, Managing Director Date: <u>02/20/2019</u>
STATE OF COLORADO Jared S. Polis, Governor Governor's Office of Information Technology Theresa M. Szczurek, Ph.D., Chief Information Officer and Executive Director  <input type="checkbox"/> Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer <input checked="" type="checkbox"/> Laura Calder, Deputy Chief Financial Officer Date: <u>2/20/19</u>	
In accordance with §24-30-202 C.R.S., this Assignment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD  By: _____ Robert Jaros, CPA, MBA, JD Assignment Effective Date: <u>02-22-19</u>	

1. PARTIES

This Assignment (the "Assignment") of the Original Contract shown on the Signature and Cover Page for this Assignment (the "Contract") is entered into by and between the Contractor, as defined in the Original Contract (in this document called the "Assignor"), the Assignee shown on the Signature and Cover Page for this Assignment, and the State.

2. TERMINOLOGY

Except as specifically modified by this Assignment, all terms used in this Assignment that are defined in the Contract shall be construed and interpreted in accordance with the Contract. Upon the Assignment Effective Date shown on the Signature and Cover Page for this Assignment, the term "Contractor" in the Contract and all modifications to the Contract shall refer to Assignee.

3. ASSIGNMENT EFFECTIVE DATE AND TERM

A. Assignment Effective Date

This Assignment shall not be valid or enforceable until the Assignment Effective Date shown on the Signature and Cover Page for this Assignment. The State shall not be bound to Assignee by any provision of this Assignment before that Assignment Effective Date, and shall have no obligation to pay Assignee for any Work performed or expense incurred under this Assignment before the Assignment Effective Date.

B. Assignment Term

Assignee's and the State's respective performances under this Assignment and the changes to the Contract contained herein shall commence on the Assignment Effective Date shown on the Signature and Cover Page for this Assignment and shall terminate upon the expiration or termination of the Contract.

4. PURPOSE

The purpose of this Assignment is for Assignor to assign the Contract to Assignee to the extent provided for in this Assignment.

5. EFFECT OF ASSIGNMENT

Upon the Assignment Effective Date, Assignor assigns the Contract to Assignee, and Assignee shall have all rights and perform all duties and fulfill all obligations of Assignor.

6. RESERVED

7. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Assignment is incorporated by reference into the Contract, and the Contract and all prior Assignments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Assignment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Assignment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Assignment shall in all respects supersede, govern, and control. The provisions of this Assignment shall only supersede, govern, and control over the

Special Provisions contained in the Contract to the extent that this Assignment specifically modifies those Special Provisions.

8. **RESERVED**

9. **CONSENT TO ASSIGNMENT**

The State hereby consents to the assignment of this Contract between Assignor and Assignee subject to the provisions of this Assignment.

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Attachment 1 to Assignment					
innoWake Master Task Order Contract CMS # 40246 Summary					
Execution Date: 6/7/2012					
Termination Date: 5 years plus two 5 year options with stipulation on second 5 year period					
Master Contract Modification#/Task Order #	CMS #	Effective Date	Amount	Master Task Order Cumulative Amount	Agency
Option Letter # 1 (40246)	87507	2/26/2016	\$ -	\$ -	OIT
Option Letter # 2 (40246)	100794	4/27/2017	\$ 21,980.00	\$ 21,980.00	OIT
Amendment # 1 (40246)	105178	12/1/2017	\$ -	\$ 21,980.00	OIT
1	67727	4/30/2014	\$ 31,200.00	\$ 53,180.00	CDLE-DOWC
PO	PO EGBA 20151384	7/31/2014	\$ 80,000.00	\$ 133,180.00	CDLE-DOWC
2	73975	12/1/2014	\$ 1,867,500.00	\$ 2,000,680.00	CDLE-DOWC
TO#2 Amend 1	80960	6/30/2015	\$ -	\$ 2,000,680.00	CDLE-DOWC
3	86990	1/25/2016	\$ 465,900.00	\$ 2,466,580.00	CDLE-DOWC
4	86951	2/5/2016	\$ 3,927,617.00	\$ 6,394,197.00	CDLE-UIM
TO#4 Amend 1	92009	6/30/2016	\$ -	\$ 6,394,197.00	CDLE-UIM
TO#4 - LOU	N/A	8/31/2016	\$ -	\$ 6,394,197.00	CDLE-UIM
5	86955	5/23/2016	\$ 196,800.00	\$ 6,590,997.00	CDLE-DOWC
6	92810	8/1/2016	\$ 5,768,258.00	\$12,359,255.00	CDLE-UIM
TO#6 Amend 1	101373	6/14/2017	\$ 588,240.00	\$12,947,495.00	CDLE-UIM
TO#6 Amend 2	107271	2/9/2018	\$ 431,915.00	\$13,379,410.00	CDLE-UIM
TO#6 Amend 3	110179	6/14/2018	\$ -	\$13,379,410.00	CDLE-UIM
7	93491	8/31/2016	\$ 111,456.00	\$13,490,866.00	CDLE-DOWC
8	95774	12/14/2016	\$ 390,440.00	\$13,881,306.00	CDLE-DOWC
9	96250	12/30/2016	\$ 123,000.00	\$14,004,306.00	CDLE-DOWC
10	97197	2/9/2017	\$ 8,600.00	\$14,012,906.00	CDLE-DOWC
TO#10 Amend 1	102458	6/28/2017	\$ 13,500.00	\$14,026,406.00	CDLE-DOWC
11	101393	6/22/2017	\$ 656,840.00	\$14,683,246.00	CDLE-DOWC
12	101481	6/28/2017	\$ 241,875.00	\$14,925,121.00	CDLE-UIM
TO#12 Amend 1	103897	9/6/2017	\$ 80,324.00	\$15,005,445.00	CDLE-UIM
13	105375	10/23/2017	\$ 1,450,000.00	\$16,455,445.00	CDLE-UIM
14	107656	3/29/2018	\$ 895,300.00	\$17,350,745.00	CDLE-UIM
TO#14 Amend 1	113476	9/24/2018	\$ 17,000.00	\$17,367,745.00	CDLE-UIM
15	108950	4/30/2018	\$ 1,600,000.00	\$18,967,745.00	CDLE-UIM
16	109477	4/30/2018	\$ 30,980.00	\$18,998,725.00	CDLE-DOWC
17	110087	6/23/2018	\$ 450,000.00	\$19,448,725.00	CDLE-DOWC
18	110640	6/1/2018	\$18,450,000.00	\$37,898,725.00	CDLE-UIM
TO#18 Amend 1	113165	9/20/2018	\$ 200,000.00	\$38,098,725.00	CDLE-UIM
19	111452	6/29/2018	\$ 35,480.00	\$38,134,205.00	CDLE-DOWC
20	122091	12/31/2018	\$ 297,096.00	\$38,431,301.00	CDHS - ACSES